

TECHNOLOGY LICENCE AGREEMENT

THIS TECHNOLOGY LICENCE AGREEMENT ("AGREEMENT") is entered into on this 29th day of January, 2024 (hereinafter referred as "**Effective Date**")

BY AND BETWEEN

Clean Seed Capital Group Ltd., a company organized and existing under the laws of the Province of British Columbia (Canada), having its registered office at 733 Seymour St #2900, Vancouver, British Columbia, Canada, V6B 0S6, registered under the number BC0872489 (hereinafter referred to as "**Licensor**", which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the One Part;

AND

Mahindra And Mahindra Limited, a company incorporated under the laws of India, having its registered office at Gateway Building Apollo Bunder, Mumbai 400001, registered under the CIN L65990MH1945PLC004558 (hereinafter referred to as "**Licensee**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the Other Part.

(**Licensor** and **Licensee** are hereinafter individually referred to as a "**Party**" and collectively as "**Parties**")

WHEREAS

- A. Licensor is, inter alia, engaged in the business of developing innovative agricultural technologies and utilizing those technologies to create products which improve farming outcomes for farmers around the world;
- B. Licensee is engaged in the business of, inter alia, manufacturing and/or selling utility vehicles, tractors, Farm Mechanization Equipment's and parts and accessories thereof;
- C. Licensor is the owner of certain pre-existing technical and/or functional aspects including patents, trade secrets, and know how (more particularly defined as Background Intellectual Property), relating to the Licensed Products, Licensed Technology and the Technology Documents (as defined below);
- D. The Licensor and Licensee have entered into a Memorandum of Understanding dated January 27, 2023 ("MOU") to develop a collaborative mechanism to manufacture and sell the SMART Seeder Mini MAX and related technologies plus the latest farming techniques/skills to Indian Farmers and other jurisdictions agreed by both Parties;
- E. Pursuant to the execution of the MOU, as agreed under Article 1(d)(ii)2 of the MOU, the Licensee and Licensor have manufactured two Alpha prototype units of Licensed Product (as defined hereunder) and have further plans to manufacture one (1) or more Beta prototype units in due course of time;
- F. As agreed by the Parties under the MOU, Licensor is desirous to grant and the Licensee is desirous of obtaining a license and assistance from the Licensor for manufacture, marketing, sale and life cycle support for the Licensed Products (as defined below) in the countries/continents/regions listed in Article 2.2, which license shall be subject to the terms and conditions of this Agreement; and
- G. The Parties accordingly agree to execute the present Agreement under which the Licensor grants this license of the Background Intellectual Property to the Licensee and rendering technical assistance to Licensee amongst others, upon the terms and conditions herein contained.

NOW THEREFORE IT IS HEREBY AGREED TO BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement the following terms shall have the meanings indicated below unless the context clearly requires otherwise:

"Affiliate" means any Person which directly or indirectly controls, is controlled by, or is under common control with, such Person; as used herein, the term "control" or "controls" means possession of the power to direct, or cause the direction of the management and policies of such Person, whether through the ownership of more than 50% of the voting securities, by contract, law or otherwise, and the term "controlled" shall have the meaning correlative to the foregoing.

"Agreement" means this Technology License Agreement and shall include all the schedules and annexures forming part hereof;

"Applicable Law" means all applicable statutes, enactments, acts of legislature or parliament, laws, ordinances, rules, by-laws, regulations, notifications, guidelines or policies as may be in force in Canada and **India** from time to time, as the context may require;

"Background IP" means Intellectual Property Rights owned by or licensed to such Party (including know-how and technical information) (a) which exist prior to the date of the execution of this Agreement or (b) which, after the date of this Agreement, are developed or acquired by or for that Party independently of such Party's performance of this Agreement. For the avoidance of doubt, Background IP does not include Foreground IP (as hereinafter defined);

"Business Days" means Monday through Friday inclusively, except for public holidays in Canada and/or India.

"Change in Control" means

- i. the acquisition, directly or indirectly, by any person or group of persons acting jointly or in concert, of common shares of the Licensor which, when added to all other common shares of the Licensor at the time held directly or indirectly by such person or persons acting jointly or in concert, constitutes for the first time in aggregate of more than 50% of the outstanding common shares of the Licensor and such shareholding exceeds the collective shareholding of the current directors of the Licensor, excluding any directors acting in concert with the acquiring party; or
- ii. the removal, by extraordinary resolution of the shareholders of the Licensor, of more than 50% of the incumbent Board of the Licensor, or the election of a majority of Board members to the Licensor's board who were not nominees of the Licensor's incumbent board at the time immediately preceding such election; or
- iii. consummation of a sale of all or substantially all of the assets of the Licensor; or
- iv. the consummation of a reorganization, plan of arrangement, merger or other transaction which has substantially the same effect as (i), (ii) or (iii) above.

"Confidential Information" means (i) information passing between a Party and any other Party in relation to the transactions contemplated by this Agreement including, but not limited to, all technical Information and all information concerning a Party or their business transactions and financial arrangements with the other Party;

"Consideration/ Licence Fee / Royalty" means consideration payable by Licensee to Licensor prescribed in Article 4 below;

"Deliverables" means those deliverables in relation to the Licensed Intellectual Property to be delivered by the Licensor which are set out in Article 10;

"Effective Date" means the execution date of this Agreement;

"Financial Year" means the year starting 1st April of that Calendar year to 31st March of the subsequent Calendar year. E.g – Financial Year 25 means 1st April 2024 to 31st March 2025.

"Quarter" means the 4 Quarters of a Financial Year, each constituting 3 months from the start of 1st April of the Financial Year. Quarter 1 starts from 1st April and ends on 30th June, Quarter 2 starts from 1st July and ends on 30th September, Quarter 3 starts from 1st October and ends on 31st December, Quarter 4 starts from 1st January and ends on 31st March.

“Force Majeure” means any circumstance beyond the reasonable control of a Party and which prevents such Party from performing any of its obligations under this Agreement. Such circumstances shall include, without limitation, the effect of any natural element or other acts of State or God (including, but not limited to fire, flood, earthquake, lightning, cyclone, landslides or other natural disasters), strikes or other industrial disturbances, war, riots, civil commotion, embargoes, blockades, governmental restriction, intervention of civil, naval or military authorities;

“Foreground IP” of a Party means all Intellectual Property Rights developed or created after the date hereof by such Party (or by a third party on behalf of such Party) on or in relation to the *Licensed Products*, or on the *Technical Documents* or Background IP of either Party, including (a) any changes, enhancements, improvements, modifications, or derivative works that results in increasing the Licensed Products’ efficiency or cost reduction or enhancement of Licensed Products’ value to the customer and (b) customization for the purpose of meeting customer requirements or specifications or any homologation requirements, provided however that it is clearly and demonstrably for the technology/applications specific to the countries/ continents/ regions listed in Article 2.2 , in such Party’s performance of this Agreement and does not violate this Agreement or infringe the Intellectual Property Rights of the other Party;

“Intellectual Property Rights” /“IPR” means and includes any and all kinds of intellectual property under applicable laws including the following: (i) patents (including but not limited to industrial design patents/industrial design registration) and patent applications, together with any foreign counterparts, (ii) copyrights, statutory or common-law, arising under the *Applicable Laws*, whether registered or unregistered and whether published or unpublished, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, all registrations, recordings and applications in any copyright authority , and the right to obtain all renewals thereof, as well as (iii) know-how, trade secrets including all confidential and proprietary information with respect to a specific product or process and information, including but not limited to technical information, written materials, equipment, facilities, tooling, facilities designs, product parts, processes, ideas, formulations, set of instructions either in soft or hard form including application data set, data, databases, documentation, designs, plans, and policies, programs (including source code, program codes, program summaries, program listings, program logic, programming tools, specifications, flow charts, file formats, manuals, reports, operation guides, installation guides, graphic or artistic work, computer software, rights of privacy and publicity, and other forms of industrial property and other documentation or programming materials), research, process and technology developments, inventions, formulae, algorithms, blue prints, confidential or secret processes, case studies, vendor lists, marketing plans, promotional materials, information relating to sales, suppliers, customers, employees, manufacturing, marketing, business plan, financial and personnel, whether in oral, graphic or electronic form and rights associated with the foregoing;

“Licensed IP” means any and all the Intellectual Property Rights relating to Licensed Products, Licensed Software, Licensed Technology, Deliverables and Technology Documents;

“Licensed Parts” means parts of the Licensed Products including components, tools, moulds, dies and spare parts that are manufactured, produced, sourced or procured for the manufacturing of the Licensed Products by using the Licensed Technology;

“Licensed Products” means the SMART Seeder Mini MAX, not to exceed 20 feet in width and working with a tractor below or equal to 120 HP (including related Licensed Parts) more specifically described in the technical specifications and indices as ***specified in Schedule 1 which will be sold by the Licensee under its brand name “Mahindra Maxeeder” and or any other brand name mutually agreed between the Parties;***

“Licensed Software” means the software used, integrated or embedded in the components and modules of the Licensed Products;

“Licensed Technology” means the technology including the Licensed Software, Technology Documents and the modifications and improvements undertaken by Licensor pertaining to the Licensed Product and the Licensed Parts including the Licensed IP which are licensed to the Licensee by the Licensor under this Agreement;

“Technical Services” means engineering, technical and engineering consultancy services provided by Licensor in accordance with Article 6;

“Technology Documents” means and includes the technical documentation related to the Licensed Technology (in whichever language they may exist) which are at present or were in the past used by Licensor, and which are limited to the following information, and are provided to Licensee under this Agreement in the compatible format:

- a. Technical specifications of the Licensed Products and parts as specified in Schedule 1;
- b. parts drawings, assembly drawings, assembly method control, process method control, inspection standard, parts list, operators manual, service manual, [MAS standard], special tool drawing, bill of materials list, material specifications ***[as listed in Schedule 2] and provided by the Licensor to the Licensee;*** and
- c. documents localized pursuant to compliance with any other applicable homologation norms;

“Term” means period of validity of this Agreement as provided in Article 15 of this Agreement; and

1.2 Interpretation

In this Agreement, unless the context or the express provisions of this Agreement require otherwise:

- 1.2.1 The words “include” and “including” and words of similar import when used in this Agreement shall be deemed to be followed by the words “without limitation”;
- 1.2.2 A statute, statutory provision, order or regulation includes any consolidation, re-enactment, modification or replacement of the same and any subordinate legislation, orders or regulations in force under any of the same from time to time;
- 1.2.3 The singular shall include the plural, and the masculine shall include the feminine and neuter, and vice-versa;
- 1.2.4 The headings and use of bold type in this Agreement are for convenience only and shall not affect the meaning and interpretation of any provision of this Agreement;
- 1.2.5 The recitals shall form an integral part of this Agreement;
- 1.2.6 References to Clauses or Articles or Schedules or Annexure or Exhibits are to clauses, articles, schedules, annexures or exhibits of this Agreement and are integral part hereof; and
- 1.2.7 All provisions shall be interpreted and construed in accordance with their fair meanings, and not strictly for or against any Party, regardless of which Party may have drafted this Agreement or a specific provision.

1.3 The following annexures are attached hereto:

Annexure 1 – Schedule 1-Definition of Licensed Product and Technical Specifications

Annexure 2 – Schedule-2- List of Part parts drawings, assembly drawings, assembly method control, process method control, inspection standard, parts list, operators manual, service manual, [MAS standard], special tool drawing, bill of materials list, material specifications

Annexure 3 – Design verification and validation plan (Acceptance Criteria) Annexure 4 -- Branding of the Licensed Product

Annexure 5 – List of Parts to be purchased by the Licensor

Annexure 6 – List of Spare Parts on which the Licensee will pay Royalty to the Licensor

2. GRANT OF LICENCE

- 2.1 Subject to the terms and conditions of this Agreement and in consideration of the Licence Fee reserved herein, the Licensor hereby grants to the Licensee a non-exclusive and exclusive (as outlined in Article 2.2), paid-up / Royalty bearing, transferrable and sub-licensable license to utilize the Licensed Technology. Licensed Spare Parts (Only mentioned in Annexure 6) and the Licensed IP throughout the Countries/continents/regions mentioned in Article 2.2 during the Term of this Agreement for:
 - i developing, manufacturing, assembling, distributing, marketing and/ or selling Licensed Products to customers; (ii) Provide after-sales spares, Licensed Parts and/or services to its customers.
 - ii modifying or developing Licensed IP for purpose of improving quality, addressing safety risks or reducing unit costs, except for those components of the Licensed Product for which Licensor will be supplying to Licensee under Article 2.4, for which the Licensor will be responsible for such modifications or developments (“Permitted Use”).

2.2 The Parties agree the license granted under Article 2.1 will be in the Countries / continents/ regions and under the terms and conditions as hereunder:

		Right to Manufacture and Supply of the Licensed Product	Right to Sell and Market the Licensed Product
1.	India	Exclusive to the Licensee through out the term of Agreement.	Exclusive to the Licensee through out the term of Agreement.
	Turkey		
	Japan		
2	Asia & Africa - If > <i>[redacted as sensitive information]</i>	Exclusive to the Licensee through out the term of Agreement	Exclusive to the Licensee through out the term of Agreement
3	Asia & Africa- If < <i>[redacted as sensitive information]</i>	Licensee has exclusive rights to supply or sale in its own brands and to the Licensor for sales by the Licensor. Licensor is free to license to a 3rd party for manufacture and sale in brands owned by that party.	Non Exclusive to the Licensee
4	US, Canada, Mexico, Brazil & Argentina	Licensee has exclusive rights to supply or sale in its own brands and to Licensor for sales by Licensor. Licensor is free to license to a 3rd party for manufacture and sale in brands owned by that party	Non Exclusive to the Licensee. <i>[redacted as sensitive information]</i>
5	Rest Of the World	Licensee has exclusive rights to supply or sale in its own brands and to Licensor for sales by Licensor. Licensor free to license to a 3rd party for manufacture and sale in brands owned by that party	Non Exclusive to the Licensee

- 2.3 Licensee's Right to Sub-license subject to the rights granted to the Licensee under Article 2.2 above:
- i. Licensee may assign or sub-license the licence granted hereunder to any of its Affiliates.
 - ii. Licensee shall be permitted to sub-license the Licensed IP to an assembler or contract manufacturer for manufacturing, developing, marketing or selling the Licensed Products when such sub-license is necessary for commercializing the Licensed Products in a specific country or region. Both Parties will notify in advance on the content of Licensed IP that would be permitted by the Licensee for such sub-license required for entry in any market, including but not limited to, meeting the local content or other norms prescribed by relevant regulatory authorities.
 - iii. Licensee shall ensure that all sub-licensees are in compliance with the provisions of this Agreement and do not use the Licensed IP for any purpose other than in the manner specifically permitted under this Agreement. The Licensee shall be solely responsible for any breach of this Agreement by any of the sub-licensees and shall hold harmless and indemnify the Licensor.
- 2.4 Licensor will provide updates to the Licensee for the Licensed Product as it innovates in Canada for any of its products which shares the Licensed Technology;
- i. Provided however that, the decision to change the design on the Licensed Product for any of the countries / continents / regions listed in Article 2.2 will be solely at the discretion of the Licensee.
 - ii. Provided further that, for the Licensed Parts to be supplied by the Licensee to the Licensor under the Supply Agreement as agreed under Article 3.vi, the changes, if any required and requested by the Licensor will be made by the Licensee on receipt of necessary cost approvals by the Licensor and confirmation that such changes are manufacturable in India. The Licensor will carry out a design for manufacture exercise with the Licensee before implementation of such design changes.
 - iii. Notwithstanding, the Licensor will control design aspects as it relates to components (Control Boards) supplied by the Licensor.
- 2.5 Subject to the terms and conditions agreed under this Agreement, nothing herein shall in any way restrict the Licensor from granting licences and / or providing Technical Services to other parties in the Countries/continents/regions listed in Article 2.2. The Licensee acknowledges and agrees that Licensor shall be entitled to use or otherwise exploit the Licensed IP and the Technology Documents in any manner, and / or provide the Technical Services, to third parties, either directly or through any of its Affiliates, subsidiaries or joint venture companies or grant licences to third parties to use the same.

3. CONDITIONS PRECEDENTS

[redacted as sensitive information]

4. LICENCE FEES

- 4.1 In exchange for the license granted by the Licensor to the Licensee under Article 2, Licensee shall pay to Licensor a Royalty of *[redacted as sensitive information]* of the net dealer price for India and *[redacted as sensitive information]* of the ex-works price for exports, In the event of the gross contribution for the Licensee going up to *[redacted as sensitive information]* the Licensee will pay a Royalty of *[redacted as sensitive information]* of the net dealer price for India and *[redacted as sensitive information]* of the ex-works price for the exports to the Licensor during the Term of this Agreement. The Net Dealer Price for India is termed as the Ex-works price without transportation and Goods and Service Taxes. The Gross contribution is defined as Net Dealer Price minus Cost of Goods Sold (Material Cost + Production Cost + Painting Cost).
- 4.2 Any withholding taxes, if applicable, on the Royalty payments shall be deducted from the Royalty Amount payable by the Licensee and claimed by the Licensor in Canada basis the Double Taxation Avoidance agreement between India and Canada on the basis of the Tax Deduction Certificate issued by the Licensee.
- 4.3 For such time as any Royalty payment remains due and payable by Licensee to Licensor:
- (a) by no later than 15 days following the end of each financial quarter of the Licensee, the Licensee shall provide a volume statement setting out the total sales of the Licensed Products during such financial quarter; and
 - (b) by no later than 30 days following the end of each financial year, Licensee shall provide a volume statement setting out the total sales of Licensed Products during such financial year.

- 4.4 the Licensee also agrees to provide to the Licensor, on completion of the statutory audit for each Financial Year, a full and complete statement covering Licensee's sales of the Licensed Products during the Financial Year.
- 4.5 The Royalty payments will be transferred each quarter to a designated bank account within 30 days of receipt of invoice (consistent with the volume statement) from the Licensor.

5. LICENSOR PRODUCTION OF LICENSED PRODUCTS AND THE PURCHASE OF THE PRODUCT FROM THE LICENSEE

5.1 As per the rights granted to the Licensor and the Licensee under Article 2.2 of this Agreement for the Countries/Continents/ Regions, the Licensor may market and sell Licensed Products under its own brand. During the term of this Agreement Licensee shall be the sole and exclusive source for supply of the Licensed Products and components to Licensor for the Licensor's sale of Licensed Products. For this purpose, the Licensee will furnish the cost of Goods sold for the product (material cost + conversion cost + painting cost) to the Licensor after taking quotes from its suppliers. This cost as on the date of execution of this agreement is estimated to be *[redacted as sensitive information]*. The Licensor can then decide on the program of purchasing the product from the Licensee. Once the Licensor gives his written consent for the purchase program and issues the Bank guarantee for the first year then the Licensee will supply the Licensed Product under the following conditions:

- i) Licensee shall manufacture Licensed Products for Licensor at a net margin of *[redacted as sensitive information]*; Net margin is defined as Gross Contribution minus Warranty cost minus Royalty minus packing and logistics and any other variable cost that may arise in future.
- ii) Licensee shall produce and deliver the Licensed Products and Licensed Parts within four (4) months of Licensor submitting a purchase order for the quantity as may be mutually agreed between the Parties, and
- iii) Licensor shall submit purchase orders in tranches of at least *[redacted as sensitive information]* units of Licensed Products. The Licensor will raise the last Purchase order of the Financial Year not beyond the 30th November of that Financial Year.
- iv) The Licensor has agreed to purchase the Licensed Products manufactured by Licensee at the following price and manner:

[redacted as sensitive information]

The Cost of Goods sold (Material Cost + Conversion Cost + Painting Cost) will be based on the commodity cost, Fuel Cost and Labor rate as on the date of execution of the agreement and will be revised every quarter provided a *[redacted as sensitive information]* increase or decrease on the commodity, fuel and labor price happens basis the indices mutually agreed by both parties in India. A similar rationale will be followed for the Currency conversion cost.

In case, the Licensor is not able to purchase the required volumes in a Financial Year at the price mentioned above then it will reimburse the Licensee the investments done by the Licensee amortized for the committed volumes for that Financial Year. This payment will happen at the end of every Financial Year.

[redacted as sensitive information]

- v) The Licensor shall provide to the Licensee within thirty (30) days from date of start of production, a bank guarantee from an international reputable bank every year from the date of start of production in the following manner:

[redacted as sensitive information]

Every year the bank guarantee will be released on the submission of the bank guarantee for the next year.

Provided however, in a given year, if the Licensor fulfills the volume commitment prior to the agreed schedules, the bank guarantee will be released earlier and the bank guarantee for the next year will be provided before the start of supply for the next year.

In the event, the Licensor does not fulfill the volume commitment in a given year then an additional period of 30 days will be provided to the Licensor to meet the commitment failing which the Licensor will compensate *[redacted as sensitive information]* for shortfall units. However, in case the Licensor fails to meet the commitment or compensate as mentioned above, the Licensee is entitled to invoke the Bank Guarantee.

For the purpose of this Article an year would mean the Financial Year.

5.2 Intentionally Blank

5.3 The Licensor shall have the right to manufacture or outsource those components specified Below:

a. *[redacted as sensitive information]*

5.4 Intentionally Blank

5.5 In the event, Licensee is required to import certain components for the Licensed Products, the Licensor shall provide all the necessary support to the Licensee, as may be required or requested.

6. TECHNICAL SERVICES

6.1 During the term of this Agreement the Licensor shall at its costs:

6.1.1 delegate technical advisors to the Licensee's facility or the site indicated by Licensee to provide on-site Technical Services including testing and validation of modifications, manufacturing assembly, product and assembly training and quality clearance of the Licensed Product undertaken by the Licensee of the Licensed Products; or

6.1.2 provide Technical Services to the Licensee through the Licensor's technical advisors.

6.2 Any representative/employee of the Licensor who visits the premises of the Licensee for the purpose of imparting or obtaining Technical Services under this Agreement and in relation thereto shall not be deemed to be the employees of the Licensee for any purpose whatsoever, either during the term of this Agreement or thereafter.

6.3 The Licensee shall indemnify and hold the Licensor harmless against any claims made by any such employee against the Licensor or for any loss/damages suffered by them on account of Licensee.

6.4 All the technical information provided by the Licensor to the Licensee in the course of the Technical Services are deemed to constitute part of the Technology Documents under this Agreement.

7. TECHNICAL DOCUMENTATION

7.1 Licensor shall deliver one copy of the Technical Documentation to Licensee, by electronic data interchange communication means. The Technical Documentation shall be supplied in English and shall be accurate and up to date. Delivery of the Technical Documentation shall take place in accordance with the Master Schedule.

7.2 Licensee understands that the Technical Documentation supplied hereunder is limited to the Technical Documentation that Licensor owns and is otherwise free to make available for use to Licensee without payment to third parties.

7.3 Licensee undertakes to use the Technical Documentation for the sole purpose of this Agreement. If and only to the extent necessary, and with the prior written consent of Licensor, Licensee may communicate the Technical Documentation to the subcontractor or its local suppliers, subject to compliance with Section 2.

7.4 Licensor shall promptly replace as soon as possible but not later than ten (10) Business Days of Licensee's request, any missing or illegible document in respect of the Technical Documentation, upon notice by Licensee that such document was not properly delivered or is otherwise missing or illegible. In addition, Licensee may request Licensor to deliver a duplicate of any portion of documents previously delivered to Licensee by Licensor, at the cost of Licensee, in the event that Licensee misplaces such document.

8. QUALITY CONTROL

- 8.1 The Licensee must conduct licensed activities in a manner and quality as mutually agreed by the Parties, in compliance with the Licensed IP/Technology Documents in all essential particulars.
- 8.2 The Licensors may request the Licensee to permit representatives of the Licensors, or experts appointed by the Licensors at its cost to enter the premises of the Licensee to inspect the Licensed Products manufactured or supplied by the Licensee.

9. USE OF INTELLECTUAL PROPERTY RIGHTS

9.1 Background IP

The Licensors's Background IP is and shall remain the property of the Licensors at all the times. Except as explicitly set forth in this Agreement, no right, title or interest to the Licensors's Background IP, whether arising from contract, implication, estoppel or otherwise, is being granted or otherwise transferred to the Licensee.

9.2 Foreground IP

The Licensee shall be the sole and exclusive owner of any and all Foreground IP created / developed by Licensee at its own cost. Since such Foreground IP will be based on the Background IP of the Licensors, the Licensee hereby grants an exclusive, royalty free perpetual licence to the Licensors to use the Foreground IP for its own purpose.

9.3 The Licensee agrees and undertakes to the Licensors that it shall:

- a) not acquire any rights, title or interest in the Background IP / Licensed IP or Foreground IP, except the right to use the same solely and exclusively for the Permitted Use;
- b) preserve and maintain the distinctiveness of the Background IP / Licensed IP as well as Foreground IP and shall not contest or challenge validity thereof or do any act at any time that may in any way prejudice the same;
- c) not reproduce and/or use Background IP / Licensed IP or the Foreground IP for any other purpose than the Permitted Use under this Agreement and acknowledge that the same is proprietary and confidential to Licensors;
- d) not, either directly or indirectly, disclose the Background IP / Licensed IP or the Foreground IP to any person other than the Licensee's affiliates, vendors, engineering partners and/or suppliers only on a need-to-know basis and only under obligations of confidentiality that are no less onerous than the confidentiality restrictions contained herein;
- e) not file any application for registration for the Background IP / Licensed IP as well as Foreground IP or part thereof anywhere in the world;
- f) make Permitted Use of the Licensed IP in compliance with all relevant local, state, central, provincial and municipal laws and regulations. Licensee undertakes to compensate the Licensors for any loss caused by Licensee's misconduct or negligence that impairs the value of the Licensed IP;
- g) promptly upon learning thereof, furnish to the Licensors in writing with the name, address and such other pertinent information as may be available, with respect to any third party who may be infringing or otherwise violating any of the Licensors's rights in the Licensed IP or with respect to any third party who may make a claim that the use of any of the Licensed IP infringes upon or otherwise violates any rights of any nature of said third party. The Licensee shall co-operate in all respects, as required by the Licensors, with regard to any action which the Licensors reasonably deems advisable either to protect the Licensors's rights in the Licensed IP or to contest a claim by a third party that the use of any of the Licensed IP infringes upon or otherwise violates any rights of any nature of said third party; and
- h) be responsible to the third parties for any and all claims resulting from the Licensed Products manufactured by the Licensee.

9.4 Licensee's Rights in case of sell/transfer of Licensed IP by the Licensor

- a) In the event, the Licensor intends to sell, dispose, or transfer the Licensed IP to any third party, the Licensor shall provide a right of first refusal with 3 (three) months' prior written notice to the Licensee. In the event, Licensee rejects or refuses the Licensor's offer to purchase the Licensed IP, the Licensor shall promptly inform the prospective purchaser or transferee of the terms and conditions of this Agreement and shall obtain appropriate written documents from such prospective purchaser or transferee unconditionally agreeing to the terms and conditions of this Agreement as a condition of that transaction. Provided further, that such transfer or sale in favour of the new transferee/ purchaser shall not in any way prejudice the rights of the Licensee under this Agreement which rights and obligations shall continue as before. The new transferee/ purchaser shall step into the shoes of the Licensor and shall abide by the terms and conditions of this Agreement in the same manner as the Licensor.
- b) If the Licensee accepts the Licensor's offer to purchase the Licensed IP, the Licensor shall sell, transfer and assign all the right, title, interest, benefit in the Licensed IP to the Licensee. The Licensor shall execute the necessary documents including but not limited to assignment deeds for transferring, assigning the Licensed IP in favour of the Licensee which assignment will remain valid worldwide perpetually and shall not be deemed to lapse if the Licensee does not exercise its rights within (01) one year from the date of such assignment.

9.5. Licensee's right in case of Licensor's insolvency

On the occurrence of any events mentioned in Article 15.2.3 in relation to the Licensor, the Licensee shall, without prejudice to any other right or remedy available to the Licensee under this Agreement or in law, continue to retain the right to hold and use the license for the Permitted Use, as granted to it by the Licensor under this Agreement.

10. DELIVERABLES

A. Licensor shall provide to the Licensee the following Deliverables:

- (i) all models/drawings and support to enable the Licensee to manufacture and develop the Licensed Product and its underlying technology;
- (ii) 3D CAD models for the complete machine for building the Licensed Products as STP or Solidworks files;
- (iii) all DXF files and drawings that are currently available for the parts the Licensee is responsible for building;
- (iv) Subject to availability, assembly process, sheets or instruction documents to facilitate the manufacturing and assembly of the Licensed Products;
- (v) technical and agronomic expertise to support field trials;
- (vi) send its agronomic and technical personnel to operate and evaluate field testing of the Licensed Product;
- (vii) update the design of the Licensed Products based on the findings of operating the field testing of the Licensed Product;
- (viii) Make all necessary changes to the design of the Licensed Product at its cost to meet the required performance, durability, reliability cost and manufacturability parameters;
- (ix) Technical support for material changes, tolerance changes etc., based on Indian standards/ ecosystem;
- (x) Localization of all standard fasteners and standard parts from Mahindra base (Wherever applicable /Possible);
- (xi) Assembly process sheets, torque chart, product specification sheet (PS Charts);
- (xii) Details of any toolings, fixtures required for assembly with setting guidelines; (xiii) Service requirements and guidelines for operation of the machine in field conditions;
- (xiv) Any special service toolings for servicing the machine during trials;
- (xv) Provide technical support for submission of documentation and reports (component/ assembly) required by test agency (if Any);
- (xvi) All consumable technical specifications like oils, greases, liquid sealants etc;

(xvii) Postproduction support on call basis (For 2 years) from SOP.

B. Licensee will:

- (i) use the DXF data and the drawings as deemed fit to manufacture the Licensed Products;
- (ii) provide test plots, the necessary equipment and agricultural inputs for the pre-production testing units to operate in India;
- (iii) evaluate the product cost and price positioning to commercialize the SMART Seeder Mini MAX products in India;
- (iv) provide technical expertise to evaluate the Licensed Product for additional markets mutually selected;
- (v) Prepare and submit necessary documentation and units for Government Subsidy Approval in India.

11. TRADEMARKS / USE OF LEGENDS

The Licensee may manufacture, market and sell the Licensed Products under its own brand in the countries/ continents /regions in accordance with Article 2.2. Licensee shall provide Licensor with information as to the brands, including any trademarks, it utilizes to market and sell the Licensed Products including those provided in Annexure 4.

12. REPRESENTATIONS AND WARRANTIES

12.1 Each Party represents and warrants to the other that:

- 12.1.1 it is a corporation duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation;
- 12.1.2 it has all requisite power and authority to own and operate properties and to carry on its business as now conducted;
- 12.1.3 it has full power and authority to enter into this Agreement and to perform its obligations under and consummate the transactions contemplated by this Agreement;
- 12.1.4 it has, by proper corporate action, duly authorized the execution, delivery and performance of this Agreement; and
- 12.1.5 neither its execution of this Agreement nor its consummation of the transactions contemplated hereby (i) violates or will violate any statute or law or any rules, regulation, order, judgment or decree of any court or governmental authority affecting it; or (ii) violates or will violate, or conflicts with or will conflict with, or constitutes a default under or will constitute a default under its constitutional documents or by-laws, or any contract, commitment, agreement, understanding, arrangement or restriction of any kind to which it may be a party or by which it is bound.

12.2 The Licensor represents and warrants that:

- 12.2.1 It has sufficient right, title, and interest to enter into this Agreement;
- 12.2.2 The Licensor is unaware of any claims that the Licensed IP infringes on the proprietary rights of any third party;
- 12.2.3 There is no action, suit, claim, encumbrances, arbitration, litigation, liens, charges, investigation or proceeding or order, judgement, injunction, decree, award, settlement or stipulation of or before any arbitrator, tribunal or government authority, pending anticipated against, by or affecting the Licensor or in relation to the Licensed Technology or the Licensed IP, which, if adversely decided, might affect (a) the Licensor's ability to enter into this Agreement; (b) the Licensor's performance of any its obligations herein or (c) the Licensee's use of the License or Licensed Products;
- 12.2.4. The Licensor has all the necessary resources (including financial resources) to continue carrying on its business in its current form; and
- 12.2.5. The Licensor is solvent, and its financial condition and creditworthiness is sufficient to perform its obligations under this Agreement.

13. CONFIDENTIALITY

- 13.1 Each Party shall (and shall procure that its affiliates, employees, representatives and agents shall) keep all Confidential Information confidential and shall not, without the prior written consent of the disclosing Party, divulge any Confidential

Information to any other person or entity or use the Confidential Information other than for carrying out the purposes of this Agreement; provided however, that the foregoing confidentiality obligations shall not be applicable:

- 13.1.1 to the extent that such Confidential Information is already in the public domain other than by breach of this Agreement;
 - 13.1.2 to the extent that such Confidential Information is required to be disclosed by any law or any applicable regulatory requirements or by any regulatory body to whose jurisdiction the relevant Party is subject or with whose instructions it is customary to comply under notice to the other Party or is produced to a third party in response to a subpoena or order of a court or administrative agency provided that the disclosing party is notified sufficiently prior to disclosure to seek a protective order regarding such production;
 - 13.1.3 to the extent that any of such Confidential Information is later acquired by a Party from a source not obligated to any other Party hereto, or its affiliates, to keep such Confidential Information confidential;
 - 13.1.4 to the extent that any of such Confidential Information was previously known or already in the lawful possession of a Party, prior to disclosure by any other Party hereto and not subject to a confidentiality obligation; and
 - 13.1.5 to the extent that any information can be proved to have been independently developed by or for a Party without reference to any Confidential Information furnished by any other Party hereto.
- 13.2 In the event that for any reason this Agreement shall terminate, the concerned Party shall on written demand of the other Party immediately return the Confidential Information together with any copies in its possession.
- 13.3 If either Party becomes aware of any suspected unauthorized disclosure of Confidential Information, that Party must immediately notify the other Party in writing. Within a week of such notification, both the Parties shall gather as much relevant information as possible and discuss the suspected unauthorized disclosure. In addition to the other rights of a disclosing Party relating to an unauthorised disclosure, if an unauthorised disclosure of Confidential Information has occurred, the disclosing Party may require that countermeasures for minimizing damage and preventing further disclosure will be identified, and the Parties must give immediate effect to these countermeasures.
- 13.4 The obligation of the Parties under this Agreement shall survive termination of this Agreement and shall remain in effect and be binding on the Parties after the termination of this Agreement.

14. LIABILITY AND INDEMNIFICATION

- 14.1 Licensee's Indemnity. Licensee shall indemnify, defend, and hold Licensor harmless from all claims, liabilities, losses, damages, injuries, and other expenses, including without limitation reasonable attorneys' fees and costs incurred that in any way arise out of or relate to dispute or infringement of:
- (i) Licensee's promotion and marketing of the Licensed Products (except for those publicity and other material thereof which are provided by the Licensor);
 - (ii) Licensee's transactions with third parties and/or the operation of its business; and/or
 - (iii) Subject to Section 14.2, any dispute or claim that Licensee's production, marketing or distribution of the Licensed Product infringes or misappropriates any patents, designs, copyrights, trade secrets, rights of publicity, privacy or defamation, other intellectual or industrial property rights, violates any common law, statutory or proprietary rights of any third party or entity.
- 14.2 In the event that Licensee fails to properly and promptly indemnify and defend Licensor, Licensor shall have the right to defend itself after giving sixty (60) day prior written notice to the Licensee and Licensee fails to act within such a sixty (60) day period. In that case, Licensee shall reimburse Licensor for all of its attorney's fees, costs and damages incurred in defending and/or settling such matters within thirty (30) days of each of Licensor's written requests. This Section 13.1 shall survive the termination or expiration of this Agreement.
- 14.3 Licensor's Indemnity. Licensor shall indemnify, defend, and hold Licensee harmless from all claims, liabilities, losses, damages, injuries, and other expenses, including without limitation reasonable attorneys' fees and costs incurred that in any way arise out of or relate to any dispute or infringement claim made by a third party that Licensee's use of the Intellectual Property or Technical Documentation in accordance with this Agreement infringes or misappropriates any patents, designs, copyrights, trade secrets, other intellectual or industrial property rights, violates any common law, statutory or proprietary rights of any third party or entity.

- 14.4 In the event that Licensor fails to properly and promptly indemnify and defend Licensee, Licensee shall have the right to defend itself, after giving sixty (60) day prior written notice to the Licensor and Licensor fails to act within such a sixty (60) day period. In that case, Licensor shall reimburse Licensee for all of its attorney's fees, costs and damages incurred in defending and/or settling such matters within thirty (30) days of each of Licensee's written requests. This Article 14.2 and 14.3 shall survive the termination or expiration of this Agreement.
- 14.5 Neither Party shall be liable to the other Party for any consequential, indirect or incidental damages based on any claim arising out of this Article 14.1 and 14.2, and Article 3 except if caused by willful misconduct or gross negligence.
- 14.6 Infringement by Third Parties. Licensee shall promptly notify Licensor of the following events as and when it becomes aware of any conduct on the part of third parties which may be a counterfeiting or an infringement of any of Licensor's intellectual and/or industrial property rights on the Technical Documentation and/or of any of Licensor's other proprietary rights regarding the Technical Documentation or the Licensed Products, whether any such infringement is threatening or pending. In particular, Licensee shall make its best efforts to detect (i) any unauthorized manufacture, assembly, marketing, sale and distribution of Parts and Components or Spare Parts in any of the countries / continents/ regions listed in Article 2.2 by any third party (including Local suppliers) and (ii) the modification or reproduction, entirely or partially, of the design of any Licensed Products by any third Party (including Local Suppliers) for the development, creation, manufacture, marketing, sale and distribution of a product other than a Licensed Product.
- 14.7 Upon any counterfeiting or infringement by a third party of any of the Licensor's intellectual and/or industrial property rights in any of the countries / continents/ regions listed in Article 2.2, Licensee and Licensor shall consult with each other and Licensor shall decide at its own discretion (i) whether any action is to be brought against such third party for such counterfeiting or infringement is necessary or advisable and (ii) whether any assistance or information from Licensee is required. If Licensor requests for such assistance and information, Licensee will provide Licensor with all relevant information in its possession for purposes of enabling Licensor to institute such proceedings. Licensee acknowledges and agrees that time is of the essence for providing the aforesaid assistance and information.
- 14.8 In the event that Licensee joins Licensor in any action brought against such third party, Licensor shall provide all relevant assistance and information for purposes of enabling Licensee to join Licensor in such action. Licensor acknowledges and agrees that time is of the essence for providing the aforesaid assistance and information.

15. TERM AND TERMINATION

- 15.1 This Agreement shall come into force on the Effective Date and shall remain valid for a period of ten (10) years from the date of Start of Series Production ("SOP"), unless terminated in accordance with this Agreement. The SOP will be post the batch production of 25 units meeting all quality, cost and performance parameters in Annexure 3.
- 15.2 This Agreement may be terminated by either Party, without prejudice to any rights or remedy that one Party may have against the other Party, under the following circumstance:
- 15.2.1 by either Party upon sixty (60) days written notice if the other Party shall be in material violation of any of the provisions or conditions or representation and warranties or obligations or infringement of IP under this Agreement and fail to discontinue or remedy such violation within the said period of sixty (60) days;
- 15.2.2 *[redacted as sensitive information]*
- 15.2.3 if the other Party (i) becomes insolvent or stops paying its obligations in the ordinary course of business, (ii) makes an assignment for the benefit of creditors, (iii) files or become subject to a filing for reorganization, receivership or bankruptcy under the insolvency or bankruptcy laws of any country having jurisdiction over such Party (as they are now or may be hereafter constituted, including a declaration of insolvency), provided that if such filing is made without the acquiescence of the Party subject to such filing, such filing remains undismissed for one hundred and twenty (120) days, or (iv) is merged, de-merged, amalgamated, dissolved, liquidated or wound-up or otherwise cease or be compelled to cease business; or
- 15.3 Notwithstanding the above, either Party shall have the right to terminate the Agreement without having to assign any reasons by giving 7 (seven) months written notice to the other Party. *[redacted as sensitive information]*

16. CONSEQUENCES OF TERMINATION

16.1 After the termination of this Agreement for any reason, the Licensee agrees to:

16.1.1 refrain from any further use of the Licensed IP, legends or any reference to it directly or indirectly or any simulation of the Licensed IP. This obligation shall survive the termination of this Agreement.

16.1.2 destroy or sell to Licensor or its duly authorised representatives at cost, all products, labels, packaging, printed or other material for utilizing the Licensed IP.

16.1.3 do all such acts as may be necessary to procure the cancellation of Licensee as a licensee, if it has been recorded as such, in respect of the Licensed IP.

16.1.4 not use any legend or trademarks of the Licensor on Licensed Products, advertising or the like; provided that for the ones on which the legend has already been affixed at the time of termination, the Licensor may permit the Licensee to sell such Licensed Products without removing the legend depending upon the stock/inventory left, no later than for 1 (one) year from date of termination.

16.1.5. Except as permitted by the Licensor in writing, the Licensee shall not conduct business of any kind, or manufacture or sell any goods, under or using the Licensed IP, provided however that Licensee shall be entitled to continue providing after sales services for a period of • 7 years from date of termination, in relation to the Licensed Products sold by the Licensee under this Agreement.

16.2 Any termination as provided herein shall not in any way operate to limit the Licensor's or the Licensee's rights or remedies either at law or in equity or any of the Licensor's or the Licensee's obligations accrued prior to the date of such termination.

16.3 Except as expressly set out in this Article 16 (Consequences of Termination), upon termination of this Agreement for any reason whatsoever, neither Party shall raise any claim and/or cost on the other Party.

16.4 *[redacted as sensitive information]*

17. CHANGE IN CONTROL OF LICENSOR

[redacted as sensitive information]

18. ANTI-CORRUPTION LAWS

The respective laws of the Parties ("Anti-Corruption Laws"), and related company policies of the Parties prohibit, among other things, either Party and anyone acting on its behalf to make or offer payment, promise to pay, or authorize the giving of anything of value to: (i) any officer or employee of, or any person acting in an official capacity for, a government or any department, agency or corporation thereof, or any political party, party official or candidate; or (ii) any person, while knowing or having reason to know that all or a portion thereof will be offered, given or promised, directly or indirectly, to anyone described in (i) above, for the purpose of: (a) influencing any act or decision by such person in his official capacity, or (b) inducing him to use his influence with a government to affect, either by action or inaction, any act or decision of such government to obtain or retain business for any person or secure an improper advantage.

19. PUBLICITY AND NEWS RELEASES

No news release, public announcement, advertisement or publicity concerning this Agreement, any proposals, any resulting contracts, or any subcontracts to be carried out hereunder, shall be released by either Party without the prior written approval of the other Party, unless required by law, regulation, or rule, including without limitation stock exchange or securities commission rules. Such approval shall not be unreasonably withheld and will be provided in a timely manner.

Neither Party shall participate in any news conference nor other publicity event held in connection with this Agreement without the prior written approval of the other Party.

20. GOVERNING LAW AND DISPUTE RESOLUTION

The terms and provisions of this agreement shall be subject to compliance and be interpreted in accordance with and governed by the substantive law of England and Wales. Any dispute, difference or claim arising out of or in connection with this Agreement, including any difference on the interpretation of this Agreement, or any question regarding its existence, validity or termination ("Dispute"), which are not settled by the Parties amicably, shall be referred to and finally resolved by arbitration in accordance with the London Court of International Arbitration Rules ("LCIA Rules"), which rules are deemed to be incorporated by reference in this Article. The seat of the arbitration shall be Singapore. The Tribunal shall consist of **three (3)** arbitrator(s). The language of the arbitration shall be English. The law governing this arbitration agreement shall be the laws of England and Wales.

21. NOTICES

21.1 Notices or other communication required or permitted to be given or made hereunder shall be in writing and delivered 1) personally or by courier service addressed to the intended recipient at its address set out below or to such other address or fax number and 2) via email:

[redacted as sensitive information]

Either Party may update its information from time to time by notifying the other Party in accordance with this Article.

21.2 Any such notice, demand or communication shall be in English and shall, unless the contrary is proved, be deemed to have been served on the next following Business Day in the place of receipt or (if given or made by airmail, courier) 5 Business Days after posting. In proving the same, it shall be sufficient to show, in the case of a letter, that the envelope containing the letter was correctly addressed and handed over by personal delivery or by courier service and, in the case of a fax, that such fax was correctly dispatched to a current fax number of the addressee.

22. SURVIVAL

22.1 The provisions of Articles 9. Use of Intellectual Property, 13. Confidentiality, 14. Liability And Indemnification, 20. Governing Law And Dispute Resolution and 22. Survival shall survive termination of this Agreement.

22.2 Unless otherwise expressly provided for elsewhere in this Agreement, the provisions of these respective Articles shall survive termination of the Agreement until expiration of the relevant statute of limitations.

23. FORCE MAJEURE

23.1 A Party shall not be liable to any other Party for any loss, injury, delay, damages or other casualty suffered or incurred by the latter due to Force Majeure, and any failure or delay by any Party in performance of its obligations under this Agreement due to Force Majeure shall not be considered as a breach of this Agreement.

23.2 The Party suffering Force Majeure shall notify the other Parties in writing promptly after the occurrence of such Force Majeure and shall, to the extent reasonable and lawful, use its best efforts to remove or remedy such cause. Upon the occurrence of any circumstances of Force Majeure, the Party claiming Force Majeure shall use all reasonable endeavors to continue to perform its obligations under this Agreement and to minimize the adverse effects of such circumstances. Such a Party shall notify the other Parties of the steps it proposes to take including any reasonable alternative means for performance. Notwithstanding the above, the Licensor reserves its right to terminate the Agreement if Force Majeure conditions persists for over 1 (one) year from date of notification.

24. INTENTIONALLY BLANK

25. MISCELLANEOUS

25.1 Assignment and Right of First Refusal.

- a) Except as noted under Article 2.3, neither Party, shall have the right, power or authority to assign or transfer this Agreement or any of the rights or obligations under this Agreement without the prior written consent of the other Party. In such event, the Parties shall adhere to the timelines mentioned in Article 17. Any such assignment or transfer without the other Party's prior written consent shall be null and void.
- b) Subject to Article 17, the Licensor shall be entitled to assign the Agreement so long as such assignment will not in any way affect the rights of the Licensee under this Agreement which rights and obligations shall continue as before any assignment. As a condition of any assignment by the Licensor, the assignee shall step into the shoes of the Licensor and shall abide by the terms and conditions of this Agreement in the same manner as the Licensor.

25.2 Amendments; Waiver.

It is mutually agreed by the Parties that no amendment or variation of this Agreement shall be effective unless it is in writing and duly executed by both Parties hereto. Failure or delay of either Party at any time to require performance of any provision of this Agreement shall not affect the right to require full performance thereof at any time thereafter and the waiver by either Party of a breach of any provision shall not be taken or held to be a waiver of any subsequent breach thereof or as nullifying or restricting the effectiveness of such provision.

25.3 No Set-Off.

All payments under this Agreement shall be made in full without set-off against any other account or agreement that the Parties may have against each other.

25.4 Relationship.

Neither Party owes a fiduciary duty to the other. Neither Licensor nor Licensee, as the case may be, shall have the authority to bind, or make any representations on behalf of the other, and neither Party shall hold itself out as such or knowingly permit another to rely on such belief.

25.5 Partial Invalidity.

If any provision of this Agreement or the application thereof to any person or circumstance is held to be invalid or unenforceable to any extent for any reason including by reason of any law or regulation or government policy, the remainder of this Agreement and the application of such provision to persons or circumstances other than those which are held invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable provision of this Agreement shall be replaced with a provision, which is valid and enforceable and most nearly reflects the original intent of the unenforceable provision. If such modification is not possible, the relevant provision or part- provision shall be deemed deleted.

25.6 Entire Agreement.

This Agreement, including and together with any related annexures, is the entire agreement between the Parties with respect to the subject matter, and supersedes and cancels all earlier discussions and negotiations of understandings, agreements, representations, warranties, MOUs and LOIs, whether written or oral, express or implied, between them.

25.7 Further Assurances.

The Parties shall render necessary assistance and co-operation to each other and act in good faith and do all that is reasonably necessary to give complete legal effect to the transactions contemplated herein, including but not limited to, furnishing information required or necessary for compliance with statutory and regulatory requirements and executing additional documents for such purposes.

25.8 Expenses.

Each Party shall bear their respective legal, accounting and other expenses incurred by the Party in connection with the negotiation, preparation and execution of this Agreement and the documents and transactions contemplated hereby.

25.9 Counterparts.

This Agreement may be executed in two number of counterparts. Each counterpart shall constitute an original of this Agreement but all the counterparts together shall constitute one and the same instrument. The Agreement shall not be binding upon the Licensor until a copy, signed by the Licensee, is counter-signed by and executed by the Licensor.

IN WITNESS WHEREOF, the Parties hereto have executed these presents the day and year first hereinabove written.

	For the Licensor	For the Licensee
Signed & Delivered By	<u>/s/ Graeme Lempriere</u> Mr. Graeme Lempriere Chief Executive Officer	<i>[redacted as sensitive information]</i>
In Presence of	<i>[redacted as sensitive information]</i>	<i>[redacted as sensitive information]</i>

SCHEDULES

[redacted as sensitive information]